

DONELAN, CLEARY, WOOD & MASER, P. C.
 ATTORNEYS AND COUNSELORS AT LAW
 SUITE 850
 1275 K STREET, N. W.
 WASHINGTON, D. C. 20005-4078
 TELEPHONE: (202) 371-9500
 TELECOPIER: (202) 371-0900

11632-Y

0100090023

January 19, 1994

Recordation No. 11632-Y

Dear Mr. Strickland:

On behalf of General Electric Railcar Leasing Services Corporation, I submit for filing and recording under 49 U.S.C. § 11303 and the regulations promulgated thereunder, counterpart of a secondary document, not previously recorded, entitled Assignment of Management Agreement dated as of December 15, 1993 ("Assignment").

RECEIVED
 OFFICE OF THE
 SECRETARY
 JAN 19 3 08 PM 1994
 LICENSING BRANCH

The parties to the Assignment, to be recorded under 11632-Y, are:

Railway Freight Car Service, Inc. ^{COMPANY} - ASSIGNOR
 505 Park Avenue
 New York, New York 10022

General Electric Railcar Leasing Services Corporation - ASSIGNEE
 33 West Monroe Street
 Chicago, IL 60603

The aforesaid Assignment assigns all right, title and interest of Assignor to Assignee in, to and under that certain Management Agreement as amended (Recordation No. 11632-A and 11632-B) as to these certain eleven (11) gondola cars identified under CAGY 13000-13004, 13006, 13009, 13011, 13012, 13015 and 13049, and the said Assignment should be recorded under the next available letter under Recordation No. 11632 which we believe will be - .

The equipment covered by the Assignment is the equipment identified under CAGY 13000-13004, 13006, 13009, 13011, 13012, 13015 and 13049, eleven gondola cars.

A short summary of the Assignment of Management Agreement to appear in the ICC Index is as follows:

"Assignment of Management Agreement under 11632-A as amended, as to 11 gondolas"

Please index separately the names of the above-mentioned Assignee in the ICC "Vendee/Assignee" Index Book ("white pages") as follows:

Index under General Electric Railcar Leasing Services Corporation saying,
 "See Recordation No. 11632-"

Enclosed is a check in the amount of eighteen dollars (\$18.00) in payment of the filing fee.

Underlay parts - 4 HKT

DONELAN, CLEARY, WOOD & MASER, P. C.

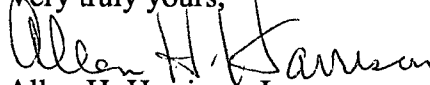
Letter to Mr. Strickland, Jr.

January 19, 1994

Page 2

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.

*Attorney for General Electric Railcar Leasing Services
Corporation for the purpose of this filing.*

Honorable Sidney L. Strickland, Jr.

Secretary

Interstate Commerce Commission

Washington, D.C. 20423

Enclosures

BY HAND

8310-020

11632-Y

11632-Y

EXHIBIT B

Assignment of Lease

FOR VALUE RECEIVED, RAILWAY FREIGHT CAR SERVICE COMPANY ("Assignor") hereby assigns to General Electric Railcar Leasing Services Corporation ("Assignee") all its right, title and interest, as lessor, under the agreements and documents identified on Schedule 2 attached hereto (the "Lease") to the extent the Lease relates to the equipment described on Schedule 1 attached hereto (the "Railcars"). Assignee hereby accepts the foregoing assignment and assumes the obligations of the Assignor under the Leases arising from and after this date, to the extent the Lease relate to the Railcars.

In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee, all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to Assignee's interest in any of the property acquired by Assignee; and to do all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 15TH day of DECEMBER, 1993.

**RAILWAY FREIGHT CAR SERVICE
COMPANY**

**GENERAL ELECTRIC RAILCAR LEASING
SERVICES CORPORATION**

By: Morton J. Kald

By: Robert H. Tucker

Name: MORTON J. KALD

Name: Robert H. Tucker

Title: VICE PRES.

Title: Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS:

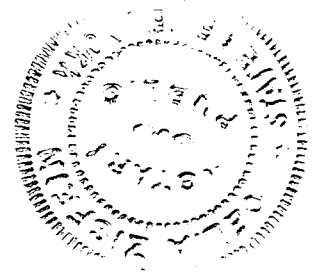
On this 15TH day of DECEMBER, 1993, before me personally appeared MORTON I. HALP to me personally known, who, being by me duly sworn, says that she/he is VICK PAGES of RAILWAY FREIGHT CAR SERVICE COMPANY, and that the foregoing Assignment of Lease was signed on behalf of said corporation by authority of its Board of Directors. Further, she/he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said corporation.

Celia Zisfein
Notary Public

CELIA ZISFEIN
Notary Public, State of New York
No. 0121 4989331
Qualified in Nassau County
Commission Expires July 20, 1994

[Notarial Seal]

My commission expires: July 20, 1994



STATE OF Illinois
COUNTY OF COOK SS:

On this 27th day of December, 1993, before me personally appeared Robert H. Tucker to me personally known, who, being by me duly sworn, says that she/he is of GENERAL ELECTRIC RAILCAR LEASING SERVICES CORPORATION, and that the foregoing Assignment of Lease was signed on behalf of said corporation by authority of its Board of Directors. Further, she/he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said corporation.

Lynda Clayton
Notary Public

[Notarial Seal]

My commission expires: 4/8/97

"OFFICIAL SEAL"
Lynda Clayton
Notary Public, State of Illinois
My Commission Expires 4/8/97

SCHEDULE 1

The Railcars

Part I: Railway Freight Car Service, Inc.

CAGY 13001
13002
13003
13004
13006
13009
13011
13012
13015

Part II: J. Lynn Brewbaker

CAGY 13000
13049

SCHEDULE 2

I. The Lease.

Management Agreement, dated as of March ____, 1980, between RAILWAY FREIGHT CAR SERVICE(S), INC., a Delaware corporation, as Owner, and COLUMBUS & GREENVILLE RAILWAY COMPANY, a Mississippi corporation, as Manager.

II. Addenda.

Amendment No. 1 to Management Agreement, dated as of April 1, 1980, between RAILWAY FREIGHT CAR SERVICE(S), INC., as Agent, and COLUMBUS & GREENVILLE RAILWAY COMPANY, as Manager.

II. Individual Equipment Records.

On file.

EXHIBIT C

NOTICE TO AND CONSENT OF LESSEE REGARDING LEASE ASSIGNMENT

The undersigned party, the Lessee under the Lease (the "Lease") referred to in the within Assignment of Lease hereby consents to the foregoing assignment and transfer of right, title and interest and delegation of obligations and duties by Railway Freight Car Service Company ("Assignor") to General Electric Railcar Leasing Services Corporation ("Assignee") and hereby agree to look strictly and solely to Assignee for the performance and discharge of all obligations, claims and liabilities of the lessor under the Lease on or after December 30, 1993. The undersigned certify to Assignee that (a) attached hereto are true, correct and complete copies of (i) the Lease, and (ii) all agreements to which either of the undersigned is a party dealing with the use or management of the equipment described in the Lease, together with all amendments, modifications and supplements to any of the forgoing, and (b) to the knowledge of the undersigned, none of the parties to the forgoing agreements is in Default thereunder and no event has occurred and no condition exists which with giving of notice or the passing of time or both would constitute a default.

DATE: December 30, 1993

COLUMBUS & GREENVILLE RAILWAY
COMPANY

By: Roger D. Bell

Name: Roger D. Bell

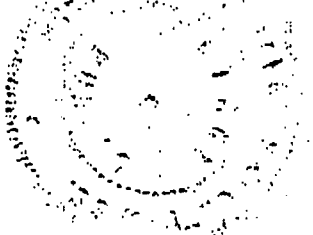
Title: B. President - C&G

STATE OF Mississippi)
COUNTY OF Lowndes) SS:

On this 30th day of December, 1993, before me personally appeared Roger D. Bell to me personally known, who, being by me duly sworn, says that she/he is President/CEO of COLUMBUS & GREENVILLE RAILWAY COMPANY, and that the foregoing Assignment of Lease was signed on behalf of said corporation by authority of its Board of Directors. Further, she/he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said corporation.

Shelia M. Cain
Notary Public

[Notarial Seal] My commission expires: June 28, 1997



Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

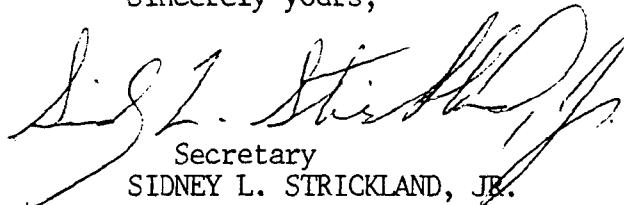
1/19/94

Allen H. Harrison, Jr.
D Donmlan, Cleary, Wood & Maser, PC
1275 K Street, NW., Ste. 850
Washington, DC. 20005-4078

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 1.19.94 at 3:15PM, and assigned
recording number(s). 11632-Y, 11632-Z and 11632-AA

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)